

**RETAINER AGREEMENT**  
made as of the 1st day of April, 1996

between Her Majesty the Queen in the right of the Province of Alberta (hereinafter called Alberta)

and Arnold & Porter, a partnership established for the practice of law (hereinafter called A & P), located at 555-12th Street, N.W., Washington, D.C. 20004

Whereas at the request of Alberta, A & P has agreed to provide consulting services as herein provided, the parties hereto agree as follows:

1. Alberta retains A & P for the provision of consulting services (and A & P may use the resources and personnel of APCO Associates, in providing such consulting services) in accordance with the terms and conditions hereinafter set forth.
2. The term of the agreement shall be for one year commencing on the first day of April 1996. This term may be extended upon the mutual agreement of the parties in writing.
3. A & P, using APCO as appropriate, shall provide the type of services detailed below as Alberta may request from time to time, consistent with the budget limitations detailed in Paragraph 4 below:
  - a) provision of monitoring and consulting services for political, legislative, and legal events of relevance to Alberta;
  - b) provision of monitoring and consulting services related to forestry issues;
  - c) such other services from Arnold & Porter may be requested by Alberta from time to time.

(These services will not entail lobbying or similar activities, unless Alberta specifically requests such services.)

4. Alberta agrees to pay to A & P professional fees incurred by A & P and APCO on a time basis, in accordance with the time logged and hourly rates displayed in each invoice.

Alberta may approve advance retainer payments for defined issues if anticipated work warrants them.

In addition, Alberta shall pay necessary disbursements incurred by A & P and APCO in the billing period upon receipt of an invoice documenting such disbursements.

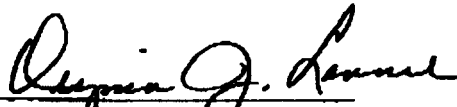
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A & P agrees to segregate in its invoice costs associated with each of the components of paragraph 3 and disbursements.

A & P acknowledges that the total Alberta budget for the provision of all professional services and disbursements is U.S. \$85,000 for the 12-month term. A & P agrees to invoice in excess of the U.S. \$85,000 budget only on the approval in writing of Alberta, as represented by Mr. Helmut Mach, Executive Director, International Economic Relations, Federal and Intergovernmental Affairs.

5. A & P shall be at liberty, in its discretion, to disclose its status as non-exclusive representative for consulting services for Alberta within the United States.
6. A & P and APCO shall make all necessary public filings of this agreement as A & P deems necessary within the United States, and for that purpose, A & P shall have any necessary authority of Alberta conveyed herein.
7. This agreement may be amended by mutual written consent.
8. This agreement shall be governed by the laws of the District of Columbia.

For Alberta



Orlyssia J. Lennie  
Deputy Minister  
Federal and  
Intergovernmental Affairs

For Arnold & Porter



Claire E. Reade  
Partner